



JANE D. HULL  
Governor

MARY E. PETERS  
Director

## ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007



THOMAS G. SCHMITT  
State Engineer

E. JACK HAMMITT  
Joint Project  
Administrator

9 July 1998

Mr. Roger Patterson, P.E.  
Yuma County Engineer  
Development Services Department  
2703 S. Avenue B  
Yuma, AZ 85364


Re: Project No. HF006 01D  
Section: Foothills Blvd. HURF Exchange  
Agreement JPA 98-44  
Amendment No. 1

Dear Roger:

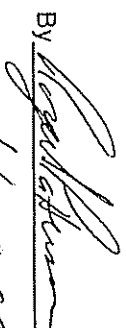
An error was made in the production of the above referenced agreement. We may use this letter instrument to accomplish an agreement amendment. Therefore, so much of paragraph 1.3 is amended, in applicable part from \$283,085.00 to read \$318,483.00, as shown on Exhibit A, which is attached hereto.

All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Danelowitz at 255-7109.

Sincerely,

  
E. Jack Hammitt, CPM  
Joint Project Administrator

Concur for Yuma County

By   
Date July 10, 1998  
(date)

RECEIVED

JUL 10 1998

DEVELOPMENT SERVICES

(Exhibit A to Amendment No. 1 to JPA 98-44)

A G. Contract No. KR98 0595TRN  
ADOT ECS File: JPA 98-44  
Project: HF006 01D  
Section: Foothills Blvd. HURF  
Exchange Program

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 20 May, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as  
amended, between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and YUMA COUNTY acting by and  
through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$254,777.00 in Highway User Revenue Funds (HURF) to the County for design services to provide the plans, specifications for construction bidding for construction of improvements to the County road Foothills Blvd. from Interstate 8 to 44th Street, and such funds will be repaid to the State by withholding from the Yuma Metropolitan Planning Organization (YMPO) federal funds and the obligation authority for federal funds in the amount of \$318,483.00 in federal fiscal year 1998.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 22385  
Filed with the Secretary of State  
Date Filed: 05/20/98  
Robert G. Givens  
Secretary of State  
B. Vicki Stevenson

## II. SCOPE OF WORK

### 1. The County will:

- a. Procure the services of a consultant engineering firm to provide design plans, specifications and such other documents and services required for construction bidding and construction.
  - b. Advertise for Statements of Qualifications and award one or more design contracts for the project. Administer same and make all payments to the consultant(s). Be responsible for any additional funds required to complete the design phase of the project, and for any consultant claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.
  - c. Invoice the State for thirty percent of the project cost at the start of the design phase.
  - d. Invoice the State for thirty percent of the design project cost at the thirty percent and sixty percent project completion stages.
  - e. Upon completion, approve and accept the project as complete.
  - f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project plans and document review is completed by YMPO representatives and State ADOT representatives.
- ### 2. The State will:
- a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II.1.c., d. and f. above.
  - b. Withhold from YMPO, federal funds and the obligation authority of federal funds in the amount of \$283,085.00 in federal fiscal year 1998.

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage

to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Yuma County  
County Engineer  
Depart. of Development Services  
2703 Avenue B  
Yuma, AZ 85364

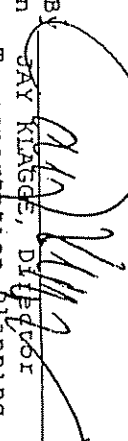
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
KATHRYN "CASEY" PROCHASKA, Chairman  
Board of Supervisors

By   
JAY KLUGE, Director  
Transportation Planning

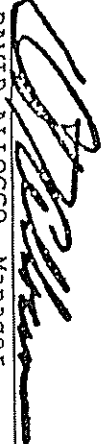
ATTEST

By   
WALLY HILL  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 25th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for the advance of HURF funds for improvements to Foothills Blvd. in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

  
DAVID ALIOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 8<sup>th</sup> day of April, 1998.

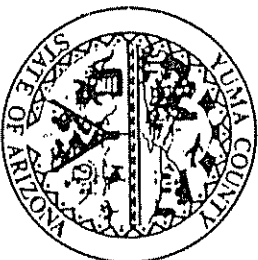
Wm. M. Schaffner

Dep. County Attorney



*Yuma County  
Yuma, Arizona*

OFFICE OF  
THE BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364



BOB McCLENDON, DISTRICT 1  
LUCY SHIPP, DISTRICT 2  
KATHRYN "CASEY" PROCHASKA, DISTRICT 3  
CLYDE CUMMING, DISTRICT 4  
JIM BUSTER, DISTRICT 5  
WALLY HILL, COUNTY ADMINISTRATOR

STATE OF ARIZONA)

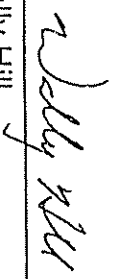
ss.

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisor's meeting held April 20, 1998.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to sign an Agreement between the State of Arizona and the County of Yuma covering the design for the Foothills Boulevard, South Frontage Road to 44<sup>th</sup> Street, Reconstruction Project.

In Witness Whereof I hereunto set my hand and  
Affixed the Official Seal of the Board of  
Supervisors. Done at Yuma, the County Seat  
this 20<sup>th</sup> day of April 1998.

  
\_\_\_\_\_  
Wally Hill  
Clerk of the Board of Supervisors



STATE OF ARIZONA

GRANT WOODS  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4095

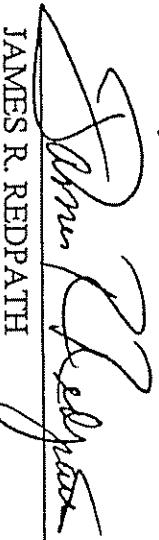
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0595TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE May 13, 1998.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ef/12359

Enc.